

CHAPTER 6

REQUIRED IMPROVEMENTS

SECTION:

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7-6-1: REGULATIONS FOR PUBLIC IMPROVEMENTS:

- A. All public improvements shall be constructed in accordance with the requirements of this Section, including special assessments, Municipal projects or subdivisions.

All design of the improvements shall be in accordance with the following:

1. Standard Specifications for Road and Bridge Construction of the State of Illinois, Division of Highways, current edition.
2. Rules and Regulations of the State of Illinois Environmental Protection Agency.
3. Rules and Regulations of the State Department of Public Health, Circular No. 829. (Ord. 72-260-4)
4. Procedures and Standards for Soil Erosion and Sedimentation Control in Illinois, current edition. (Ord. 88-1032-64)

- B. The Village Engineer shall, from time to time, review the specifications for improvements required by this Section and prepare any additions or modifications of such specifications and submit such additional or modified specifications to the Mayor and the Board of Trustees for adoption.

All specifications adopted by the Village for the improvements required by

this Section are incorporated in the applicable subsections by reference, and all improvements shall comply with the specifications adopted by the Village.

- C. In case of re-subdivision or areas to be subdivided where any of such improvements are already installed which meet the requirements of this Section, no further provision to duplicate such installation shall be required; provided, however, that where such installations have become worn out, broken, defective, or do not meet Village standards, the subdivider shall be required to repair and correct such defects.
- D. If property for which an application to subdivide has been presented abuts on or contains an existing public street which has width or pavement less than required by Section 7-5-2, the subdivider shall be required to dedicate additional land, sufficient to provide additional pavement to bring roadway widths up to the minimum standards contained in Section 7-5-2 before the approval of the property for subdivision or resubdivision.

The Village Engineer shall determine that proper adjustment is made where the widenings merge with the existing narrow widths of pavement at the boundary of the property and to require that the lanes are painted to designate driving and parking lanes. The widening of the paving shall not be required where there is less than seven hundred feet (700') of frontage. (Ord. 66-142-4)

7-6-2: MONUMENTS:

A minimum of three (3) permanent monuments shall be placed at corners of the subdivision. Permanent monuments shall be of concrete with minimum dimensions of four inches by four inches (4" x 4") at top, six inches by six inches (6" x 6") at bottom, and thirty six inches (36") long, with a copper dowel three-eighths inch (3/8") in diameter, at least two and one-half inches (2-1/2") imbedded so that the top of the dowel shall be flush with the surface and at the center of the monument.

All lot corners not marked by concrete monuments shall be marked by galvanized or wrought iron pipe or iron or steel bars at least eighteen inches (18") in length and not less than one-half inch (1/2") in diameter. The top of the pipe or bar is to be set level with the established grade of the ground. (Ord. 72-260-4).

7-6-3: STREET CONSTRUCTION:

- A. All new streets within the corporate limits of the Village dedicated or platted after the effective date of this Code shall be improved with roadway paving and bordered by Portland Cement Concrete curbs, in accordance with the following dimensions:

1. Pavement Width:

		<u>R.O.W.</u>	<u>Width to Back of Curb</u>	<u>Crown</u>
Arterial or Industrial	(Primary Streets)	100	2-24' road- ways divided by a 3' median strip	3"
(Secondary Streets)		80	35 feet	5"
Non- Arterial	(Minor Streets Cul-de-Sacs)	60 60	27 feet 27 feet	3" 3"

Paved cul-de-sac radii shall be 40" - 0" to back of curb.

2. Street Design:

- a. Street gradients shall be connected with vertical parabolic curves if the algebraic difference in grade exceeds one percent (1.00%). Minimum length in feet of these curves for minor streets shall be fifty (50) times the algebraic difference in the percent of grade. For arterial streets the minimum length shall be one hundred (100) times the algebraic difference. (Ord. 66-142-4)
- b. The minimum pavement grade shall be five-tenths percent (0.5%). (Ord. 88-1032-64)
- c. The maximum grade for arterial streets shall be five per cent (0.5%)
- d. A minimum radius of thirty feet (30') shall be used at the intersection with all arterial streets. The minimum radius for all nonarterial streets shall be twenty five feet (25'). (Ord. 66-142-4)
- e. All streets shall have a minimum elevation of six hundred forty six feet (646').

- B. Pavement improvements shall be in accordance with standards of the

Village as follows: (Ord. 72-260-4)

<u>Arterial or Industrial Streets</u>		<u>Nonarterial or Residential Streets</u>	
<u>Base</u>	<u>Surface</u>	<u>Base</u>	<u>Surface</u>
4" aggregate sub-base, type B, Section 301	8" portland cement concrete, jointed reinforced with mesh, with integral curb, Section 408		7" portland cement concrete, jointed reinforced, with integral curb
OR		OR	
4" aggregate sub-base, type B, Section 301, plus 8" bituminous base course, Section 308	4" bituminous wearing course (Class I) Section 406	12" crushed aggregate base course, type A, Section 301	3" bituminous wearing course (Class I, Section 406
		OR	
		4" aggregate sub-base, type B, Section 301, plus 6" bituminous base course, Section 308	2" bituminous wearing course (Class I) Section 406

(1984 Code)

The subgrade for all pavements shall have a soil bearing value of not less than CBR-4 as determined by the California Bearing Ratio Test. Where, in the opinion of the Village Engineer the CBR may be less than four (4), he may require the developer to provide a laboratory report stating the CBR value of the subgrade in question. This work shall be done at no cost to the Village. Where the CBR of the subgrade is less than four (4), the developer shall submit a new pavement design to the Village Engineer for his approval.

1. All streets shall be designed using a "positive drainage principle"

where possible. No low points shall be allowed which would cause greater than eight inches (8") of ponding in event of a complete storm sewer failure.

2. Sidewalks: No sidewalks shall be permitted within the single-family residential area of the Village except when approved by the Village Board. (Ord. 72-260-4)
3. Street Signs: Shall be installed at all intersections within the development. The signs shall be bolted to a five inch by five inch (5" x 5") western red cedar post. The post shall be set in concrete to a depth of at least three feet (3'). An eight inch (8") diameter concrete mow strip shall be installed around the base of the post. The street sign shall be at least seven feet (7') above grade. The signs shall be made of aluminum blade type, mounted to the post in brackets. The type style for all street signs shall be "Zipatone" Benguiat Book Lettering and shall consist of capital and small lettering configuration. The size of the letters shall be two and one-eighth inches (2 1/8"). The street signs and posts shall conform to the Village of Lincolnshire Signage Program, Design Guidelines, latest edition. (Ord. 89-1076-43)
4. Street Gradients: Shall be designed with proper continuity for collector, secondary and major arteries without abrupt changes, and all intersections shall be properly platformed to prevent hazards. Said platform shall be subject to review by the Village Engineer. The adjustment of the grade of private driveways with the public roadways shall be subject to review and approval by the Village Engineer and shall avoid abrupt changes or drainage pockets.
5. Parkways: Shall be graded in accordance with the grading plan and seeded upon completion of the underground and surface improvements. (Ord. 72-260-4)
6. Regulatory Traffic-Control Devices: Shall be installed as per the requirements of the Manual of Uniform Traffic Control Devices, Illinois Department of Transportation standards and at locations and as directed by the Village Engineer. The traffic-control devices may include, but are not limited to, speed limit, yield, right of way, stop, no parking, weight restrictions, pedestrian crossings, or other regulatory traffic signs and necessary traffic pavement markings. All signs and marking shall conform to the standards in the Manual on Uniform Traffic Control Devices and of the Illinois Department of Transportation. Sign post and fasteners shall be of a type equal to the current Village standard. The Village Engineer shall make the determination as to when such signs shall be erected. All signs and

pavement markings shall be maintained by the developer until the final surface course is accepted by the Village Board. (Ord. 89-1038-05)

7. Curbs: All new streets in the Village shall be constructed with type B6.12 combination concrete curb and gutter conforming to article 616 of the Standard Specifications for Road and Bridge Construction in Illinois, latest edition, prepared by the Illinois Department of Transportation. A depressed curb shall be provided for each proposed or new driveway.
8. Bike Paths: Bike path construction shall conform to applicable sections of the Standard Specifications for Road and Bridge Construction in Illinois, latest edition, prepared by the Illinois Department of Transportation. The following bike path designs shall be considered for approval:
 - a. Bituminous Path: Base course shall be constructed in accordance with article 301 and shall be six inch (6") type B aggregate base course. The surface course shall be constructed in accordance with article 406 and shall be three inch (3") class I type 2 bituminous concrete.
 - b. Concrete Path: Base course shall be constructed in accordance with article 301 and shall be four inch (4") type B aggregate base course. The surface course shall be constructed in accordance with article 624 and shall be four inch (4") class X concrete.
 - c. Stone Path: A stone path shall consist of a minimum thickness of eight inches (8") of compacted stone over compacted subgrade. A barrier shall be provided to delineate the stone path from the adjacent area and to maintain separation of the aggregate and the surrounding soil.

The type of path construction and width shall be determined by the Village Board.
9. Pavement Marking: Pavement marking shall be provided at locations determined by the Village Engineer. All pavement marking shall be thermoplastic conforming to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction in Illinois, latest edition. (Ord. 89-1076-43)

7-6-4: UNDERGROUND IMPROVEMENTS:

No subdivision shall be approved without water supply and sanitary sewer and sewage treatment facilities in accordance with the following minimum standards or the posting of security approved by the Village Board guaranteeing said improvements in accordance with Section 7-1-6.

7-6-4-1: GENERAL:

- A. The underground improvements shall be installed in the parkway whenever possible. (Ord. 66-142-4)
- B. The allowable loading on pipes shall be determined from the appropriate tables in the appropriate manufacturer's manual. The pipe shall be designed for a fifteen thousand (15,000) pound wheel load. (Ord. 72-260-4)
- C. All sewer and water main trenches shall be undercut three inches (3") and the pipe laid on a three inch (3") cushion of approved granular material. This requirement may be waived at the discretion of the Village Engineer.
- D. All underground improvements shall be completed prior to any surface improvements. (Ord. 66-142-4)
- E. All manhole covers shall be imprinted with the following legends:
 - 1. Village of Lincolnshire, and
 - 2. A description of the particular utility involved such as water, storm sewer or sanitary sewer. (Ord. 82-725-32)

7-6-4-2: SANITARY SEWERS:

A complete system of sanitary sewers shall be constructed throughout the development allowing for the extension of the Village sewer system to adjacent areas.

- A. Only sanitary sewage shall be connected to the sanitary sewer system.
- B. Sewage lift stations will not be permitted unless specifically authorized by the Mayor and Board of Trustees of the Village, upon recommendation of the Village Engineer.
- C. The minimum size public sanitary sewer shall be eight inches (8") in diameter. (Ord. 66-142-4)
- D. All sanitary sewers and services shall be constructed of extra strength

vitrified clay pipe conforming to ASTM C700 with joints conforming to ASTM 425-60 type 1 or 3, or PVC type PSM conforming to ASTM D-3034 and shall be SDR 35, or ABS, "Truss", conforming to ASTM D-2680, or ductile iron pipe conforming to ANSI A21.51 (AWWA C-151), Class 52 per ANSI A21 .50 (AWWA C-150) and tar (seal) coated and cement lined per ANSI A214 (AWWA C-104). (Ord. 88.1032-64)

- E. Minimum cover on any sanitary sewers shall be three feet zero inches (3'0"). Sewers in excess of twenty feet zero inches (20'0") cover shall require special bedding as approved by the Village Engineer. Risers, shall be required where sewers are over twelve feet zero inches (12'0") deep or more, and shall extend to within eight feet zero inches (8'0") grade. (Ord. 66-142-4)
- F. All sanitary sewer manholes shall be a minimum of four feet zero inches (4'0") in diameter, of the precast concrete type, with an elastomeric ban'l seal and rubber boot, and spaced not more than four hundred feet (400') apart. (Ord. 88-1032-64)
- G. All sanitary sewers shall be located in the parkway, on the north or east side of the street, five feet zero inches (5'0") from the property line. (Ord. 72-260-4)
- H. Maximum allowable infiltration shall be two hundred (200) gallons/day/inch/diameter/mile of sewer. (Ord. 88-1032-64)
- I. A sanitary building sewer shall be installed at the center of each residential lot at the time of the sanitary sewer installation, and shall extend to within one foot (1') of the property line. The building sewer shall be four inches (4") in diameter and shall be installed at a minimum grade of one-eighth inch (1/8") per foot and maximum grade of one inch (1") per foot. (Ord. 66-142-4)
- J. Wye branches shall be factory manufactured permanently affixed to the main sewer. (Ord. 72-260-4)
- K. Curvilinear sanitary sewers shall not be allowed except upon approval by the Village Engineer. (Ord. 88-1032-64)

7-6-4-3: WATER MAINS:

A complete system of water mains shall be constructed throughout the development sized to permit for future extension of the village water system to adjacent areas.

- A. The water system shall be designed so that it will be circulating whenever possible.
- B. Water mains shall not be less than eight inches (8") internal diameter, except where the main serves a cul-de-sac or is a minor branch main, the size can be reduced to six inches (6") upon the approval of the Village Engineer. (Ord. 66-142-4)
- C. Valves shall be located so that in the event of a single break not more than one thousand feet (1,000') of main will be out of service and require the closing of not more than three (3) valves. Valves shall conform to the following requirements:
1. Valves up to and including ten inches (10") in diameter shall be either:
 - a. A disc type conforming to the latest standards of AWWA C500 for gate valves, or
 - b. Conform to the latest standards of AWWA C509-80 for resilient seated gate valves.
 2. Valves twelve inches (12") in diameter and larger shall conform to the latest standards of AWWA C504, Class 150B for butterfly valves.
- All valves shall be installed in a forty eight inch (48") precast vault and shall not be located under streets, driveways or other pavements. (Ord. 88-1032-64)
- D. Fire hydrants shall be installed throughout the entire development, located at intervals not to exceed four hundred feet (400') and no house shall be greater than two hundred feet (200') from a hydrant. (Ord. 66-142-4)
- E. Water mains shall be constructed of ductile, iron pipe conforming to ANSI A21.51 (AWWA C-151), to thickness class 52 per ANSI A21.50 (AWWA C-150) and tar (seal) coated and cement lined per ANSI A21.4 (AWWA C104). (1984 Code)
- F. The depth between the finished grade and the top of the water main shall be not less than five feet (5') or more than six feet (6'). Where conflicts arise with other underground improvements, greater depths will be allowed. (Ord. 66-142-4)
- G. All water mains shall be located in the parkway, on the south and west side of the street, ten feet zero inches (10'0") from the property line. (Ord. 72-260-4)

- H. Connections to the existing water system shall be made by pressure tap. (Ord. 66-142-4)
- I. Hydrants and valves shall be of a type conforming to that used in the Village. Hydrants to be Waterous Pacer Model WB-67 with breakaway flange or approved equal with two (2) two and one-half inch (2 1/2") and one four and one-half inch (4-1/2") fire hose connections with National Standard Threads.
- J. Building service connections from the b-box to the structure shall be made only at the time of building construction. All service taps shall be either with a manufactured tap coupling or double strap bronze saddle. (Ord. 88-1032-64)
- K. All commercial water meters must have bypass valves which do not interfere with access to the water meter for purposes of removing the meter for testing and/or repair. Such valves must be installed and maintained so that they may be sealed in the closed position, and not opened without breaking the seal.

7-6-4-4: STORM SEWERS:

A complete system of storm sewers shall be constructed to drain the development and any contiguous drainage areas. The developer shall submit to the Village Engineer two (2) copies of the storm drainage computations. In addition, the developer shall submit a drainage and storm water runoff impact analysis on a form to be provided by the Village Engineer. (Ord. 82-725-32)

- A. No increase in storm water runoff shall be directed to any existing watercourse, or drainage system, unless the Village Engineer shall have determined that the receiving watercourse, or drainage system, shall have adequate capacity to receive such increased flow. (Ord. 66-142-4)
- B. The rational method shall be employed when computing storm runoff. A ten (10) year storm shall be used for design purposes. The storm system shall be designed with "positive street and swale drainage" such that in the event of a complete storm system failure, storm water runoff will be provided overland to the storm water detention area and will cause no property damage due to flooding. (Ord. 85-847-31)
- C. Storm sewers shall be designed to flow full, using Manning's Formula, with a roughness coefficient of 0.013. When the storm sewer system discharge

is determined to be submerged, the sewers shall be designed using the "hydraulic profile" and a maximum water level elevation in manholes of one foot zero inches (1'-0") below the flow line of the gutter. (Ord. 88-1032-64)

- D. Storm sewers shall be designed, when flowing full, to have a minimum velocity of two and one-half feet (2-1/2') per second and a maximum velocity not to exceed the critical flow. (Ord. 66-142-4)
- E. All inlets shall be installed so that the distance between each inlet shall not exceed two hundred fifty feet (250') and each inlet shall drain a maximum street gutter length of two hundred fifty feet (250'). Where the inlet is located at a low point, additional inlets may be required by the Village Engineer. No more than two (2) inlets shall be interconnected. Inlets shall be so located that storm water runoff will not "pond". Depressed street crowns to facilitate drainage will not be allowed. (Ord. 86-907-44)
- F. Rear yard catch basins shall be placed where required by the Village Board.
- G. The minimum size storm sewer shall be twelve inches (12") in diameter, and minimum size inlet connections shall be ten inches (10") in diameter.
- H. Minimum cover shall be three feet zero inches (3'0") for all storm sewers unless special precautions are taken to protect the pipe, as approved by the Village Engineer (Ord. 66-142-4)
- I. Storm sewers shall be concrete sewer, storm drain and culvert pipe conforming to ASTM C 14 or C76 with mastic joints. All inlet connections shall be reinforced concrete pipe, ASTM C76 Class III. (Ord. 88-1032-64)
- J. All storm sewers shall be located in the parkway, on the north and east side of the street, thirteen feet zero inches (13'0") from the property line. (Ord. 72-260-4)
- K. All manholes, inlet manholes, inlets and catch basins, and headwalls shall be designed in accordance with the standard details of the Village. (Ord. 66-142-4)
- L. Storm retention, if required, is subject to the review of the Village Engineer. In concept, the detention pond shall have a high-water level based on a 100-year design storm and shall have an outlet which allows runoff with an intensity no greater than the land in its natural state prior to development. The detention area shall have a single emergency overflow to drain waters in excess of the volume provided in the detention area. (Ord. 88-1032-64)
- M. Storm sewers shall be available to each lot to connect to each lot's sump

pump, and all sump pumps shall be so connected to storm sewers. Sump pumps shall not be connected to sanitary sewers. (Ord. 82-725-32)

- N. All sites no longer in a natural undeveloped state, undergoing development resulting in a significant increase in the rate of storm water runoff and not providing storm water detention must provide detention meeting the requirements of subsection 7-6-4L above. Detention to be provided shall be for the entire site evaluated in its natural state. (Ord. 88-1032-64)

7-6-4-5: STREET LIGHTS:

A complete system of street lights shall be constructed at those locations deemed necessary by the Village Board. The developer shall submit to the Village Engineer two (2) copies of street lighting calculations as well as copies of proposed equipment for installation.

- A. Street lighting shall be designed in accordance with the American National Standard Practice for Roadway Lighting published by the Illuminating Engineering Society of North America, latest edition.
- B. All material used in construction shall meet the requirements of the National Electrical Code, latest edition and be Underwriters Laboratory (U.L.) approved.
- C. Street lighting poles for corporate and business areas shall be of a hinged type to allow access to luminaries from the ground (as manufactured by QL Inc. or approved equal).
- D. Street lighting poles, luminaries and fixtures, if required for residential areas, shall be at locations and of a style approved by the Village Board.
- E. All street light wiring shall be underground and in unit duct. Direct cable burial will not be allowed. Conduit is required under all roadways, driveways and sidewalks.
- F. Unit duct shall meet the requirements of the National Electrical Manufacturers Association. Electric cable shall meet the requirements of the National Electrical Code, rated for 600 volts, for underground service.
- G. Conduit shall be galvanized steel meeting the requirements of ANSI, C80.1, UL tested and labeled.
- H. All lighting shall be photocell controlled unless directed by the Village Engineer. (Ord. 89-1038-05)

7-6-5: PUBLIC UTILITIES:

- A. All public utility distribution lines for telephone, gas and electric service shall be placed entirely underground. All above-ground appurtenances relating thereto, shall be placed in rear lot line easements, or in areas as designated by the Village Engineer. Consideration for placement of utilities in areas other than rear lot line easements shall be given only in instances of safety, floodplain infringement, preservation of existing wooded areas, and conflict with Village utilities. Installation of such facilities shall be made in compliance with the applicable orders, rules and regulations of the Illinois Commerce Commission now or hereafter effective and the subdivider shall be responsible for compliance with rules and regulations, now and hereafter effective and filed with said Commission pursuant to the Illinois Public Utilities Act, of any public utility whose service will be required for the subdivision with respect to the provision of such facilities.
- B. Where a subdivider plans for the development of a subdivision within the corporate limits of the Village, the subdivider shall submit a utility plan showing the location of all public utility distribution lines and all above-ground appurtenances relating thereto, for approval by the Village Engineer, before submitting his final plat for approval. In those instances where approval of a final plat is not necessary, the developer shall submit a utility plan for approval by the Village Engineer at the time a building permit is requested.
- C. All above-ground appurtenances including transformers, junction boxes, relief valves, and all structures associated with the installation and function of the utilities shall be fully screened from public view by walls, berming or landscaping to be approved by the Village Forester.
- D. Underground telephone, electric and gas service facilities, including conduits and cables, shall be placed within easements or dedicated public ways in a manner which will not conflict with other underground services. Further, all transformer boxes shall be located so as not to be unsightly or hazardous to the public.
- E. All utility lines and facilities for water and sewer service shall be placed in appropriate easements and entirely underground.
- F. As a condition precedent and in consideration of the Village's approval to place public utilities in other than rear lot line easements, the subdivider shall include a covenant on the face of his plat of subdivision that the owners of all lots within the subdivision shall be responsible for the perpetual maintenance of the walls, berming or landscaping approved by the Village Forester as provided for in subparagraph C above. The

covenant shall read as follow:

G.

PERPETUAL MAINTENANCE COVENANT

The owners of all lots within this subdivision are jointly and severally responsible for the perpetual maintenance of the screening, as approved by the Village Forester, of all above-ground public utility appurtenances including transformers, junction boxes, relief valves, and all structures associated with the installation and function of such utilities. This covenant shall constitute a covenant running with the land and shall be binding upon all successor owners of record and shall run to the benefit of the Village of Lincolnshire. This covenant shall be enforceable by the Village of Lincolnshire in any court of competent jurisdiction by an appropriate action in law or in equity to secure the performance of the covenants herein contained. (Ord. 87-929-15)

7-6-6: PROCEDURE FOR APPROVAL AND ACCEPTANCE OF IMPROVEMENTS:

- A. Where a subdivider plans for the development of a subdivision within the corporate limits of the Village, the subdivider shall, before submitting his final plat for approval:
1. Make provision for the installation and construction of improvements required by this Chapter.
 2. Submit his provisions for installation and construction of improvements required by this Chapter to the Village Engineer for his recommendation.
 3. Submit his provisions for installation and construction of improvements required by this Chapter, along with the recommendation of the Village Engineer to the Mayor and Board of Trustees of the Village for their approval. (Ord. 66-142-4)
 4. Preliminary and Final Plan Review Fees: Prior to the review of any preliminary development or site plan, the potential developer shall deposit funds with the Village equal to the cost of the estimated engineering plan review expenses necessary to review the proposed plans. Prior to the final approval of any final subdivision plans, the developer shall pay the fee for review of plans to the Village equal to two and one-half percent (2-1/2%) of the estimated cost of

construction, less the funds previously paid for engineering review of his preliminary plan. If this fee is insufficient to cover the costs of plan review, the applicant shall pay the difference.

All costs connected with the inspection of subdivision improvements shall be paid by the subdivider. Such costs, include, but are not limited to, time of inspections, testing expense, televising of underground improvements, soil testing reports and analyses, concrete analyses and related tests as deemed to be reasonable and required by the Village Engineer.

In addition, the Village will be furnished by the developer's engineer a reproducible sepia of all specifications and standards and details. (Ord. 78-548-38)

- B. The Mayor and Board of Trustees of the Village shall not approve a subdivider's provisions for improvements unless the provisions for improvements required by this Chapter comply with the specifications for these improvements as outlined herein. All improvements required by this Chapter shall be inspected for compliance with this Code, and the contract specifications during construction by the Village Engineer. No such improvements shall be accepted by the Mayor and Board of Trustees unless the Village Engineer shall certify that the improvements comply with this Code and the contract specifications, and unless the owner of the property has tendered to the Village a fully executed bill of sale covering all water mains, sanitary sewers, storm sewers and street lights constructed as public improvements. All costs connected with the inspection of subdivision improvements shall be paid by the subdivider. (Ord. 66-142-4; amd. Ord. 87-945-31)

- C. The public improvements, including the water mains, sanitary sewers, the entire above and below ground storm drainage system including detention and retention areas, curb and gutter and binder roadway surface course, and any approved landscaping, if applicable, as required by this Subdivision Code, must be fully completed and accepted by the Village Board for each separate phase or unit of a development prior to the issuance of any occupancy permits for any buildings in any phase or unit.

If building permits are requested for buildings in any phase or unit prior to the acceptance of the above listed public improvements, the building and/or developer must:

1. Secure a permit from the Public Works Department for a temporary road to serve the building or buildings under construction. The roadway must be a minimum of twenty feet (20') in width and

constructed of crushed stone aggregate to a minimum compacted depth of eight inches (8"). The road must be kept in good repair during the entire period of construction of the building or buildings. If at any time the Director of Public Works is of the opinion that the roadway does not meet the requirements stated above, construction will be halted.

2. No construction work of a combustible nature shall be commenced until water mains for the entire phase have been installed and the Public Works Department has certified that they are in proper working order and can be utilized for firefighting purposes. Prior to the completion of the water improvements and the certification by the Public Works Department, only foundation permits may be issued for any phase or unit in accordance with all the requirements in this Code.
3. No service connections shall be made to any of the above listed public improvements until the improvements have been accepted by the Village Board.
4. In a residential development the public improvements, including the water mains, sanitary sewers, the entire above and below ground storm drainage system including detention and retention areas, curb and gutter and binder roadway surface course, and any approved landscaping, must be fully completed and accepted by the Village Board of Trustees for each separate phase or unit of a phased development prior to the issuance of any building permits for buildings in any subsequent phase or unit.
5. The final roadway surface course is to be added upon substantial completion of construction within a phase. The Director of Public Works will make the determination of when the final roadway surface is to be installed based upon the size and type of development under consideration and the availability of other construction traffic routes. The purpose of this requirement is to avoid undue stress upon any roadways as a result of construction traffic.
6. Prior to the issuance of any foundation or building permits when the public improvements listed above have not been completed and accepted, the developer must provide the Public Works Department with an installation schedule for these public improvements. The developer will then be expected to adhere to this schedule unless unusual circumstances are encountered. If the developer fails to adhere to the schedule, the Village may be required to complete the public improvements utilizing the irrevocable letter of credit submitted by the developer in accordance with escrow agreement required by the

subdivision regulations. (Ord. 86-905-42)

- D. Whenever a proposed subdivision coming within the jurisdiction of this Code has an area of more than ten (10) acres, the subdivider may be required to reserve up to ten percent (10%) of the area, exclusive of public streets and alleys, for public use. The location of the area shall be referred to the Zoning Board for approval and the area shall be appropriately marked on the plat prior to approval of the plat. (Ord. 66-142-4)

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APPENDIX I

ESCROW AGREEMENT

This Agreement, made and entered into this _____ day of _____ 20_____, by and between _____, a _____ banking association, as Trustee under Trust Agreement dated _____ and known as Trust Number _____, _____, an Illinois Corporation, Subdivider/Owner as sole beneficiary of the aforesaid Trust Number _____ and as such corporation, hereinafter sometimes referred to collectively as "Owner", and the Village of Lincolnshire, a municipal corporation in Lake County, Illinois, hereinafter sometimes referred to as "Village", and _____ a _____ banking association, hereinafter referred to as "Escrowee";

W I T N E S S E T H:

WHEREAS, Owner is the owner of a certain parcel of real property located in the Village of Lincolnshire, Illinois, and legally described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Owner has submitted, or caused to be submitted, for final approval by Village a Plat of Subdivision entitled _____ approved by the Village Engineer on _____, subdividing the property described in Exhibit A;

WHEREAS, the Village of Lincolnshire Subdivision Code, as amended, requires as a condition of such approval and recording of said plat, among other things, the guaranteeing of installation of certain public improvements in accordance with plans and specifications approved by and on file with the Village Engineer or Village Clerk, and in accordance with the ordinances of said Village; and

WHEREAS, the Village has approved said Plat of Subdivision subject to the deposit of security to guarantee the payment of various costs relating to installation of certain public improvements in said subdivision in accordance with plans and specifications approved by and on file with the Village Engineer and the Village, said plans and specifications entitled _____ prepared by _____ of _____, dated _____ and consisting of _____ sheets, hereinafter sometimes referred to as "plans and specifications";

WHEREAS, the Village ordinance requires a completion bond or other security in lieu of bond in the amount of _____, which amount is 125% of the Village Engineer's estimate of the cost of installation of the public improvements to be provided in accordance with the plans and specifications;

WHEREAS, Owner has requested Village to waive the furnishing of the completion bond required by Village ordinance to secure installation of the public improvements and to accept in lieu thereof a letter of credit;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties hereto do covenant and agree with each other as follows:

Section 1: That in lieu of the completion bond required by Village ordinance, Owner shall cause to be deposited with the Village Clerk as security for the public improvements an irrevocable letter of credit (hereinafter referred to as the "security") issued by the _____, in a form acceptable to Village, in the amount of _____. The security shall be drawn upon from time to time as hereinafter provided for payment of the following, which shall hereinafter be referred to as "subdivision costs":

(a) Installation of the public improvements described in the plans and specifications;

(b) All engineering and inspection fees of the Village in relation to the public improvements and the subdivision;

(c) Maintenance and repair of the public improvements for a period of three (3) years after the date of acceptance of the public improvements by Village, sometimes hereinafter referred to as the "three-year maintenance period";

(d) To pay and discharge all claims made by any third party arising out of the installation and construction of the public improvements; all such claims must be paid prior to the Village's acceptance of the public improvements; provided, however, that if the Owner has insurance coverage in sufficient amounts to pay such claims and the Owner files with the Village the insurance company's letter indicating that they acknowledge coverage and accept defense of the claim and that the limits of the policy are satisfactory to pay the claim if judgment is entered in favor of said third party, the Village may, in its discretion, accept the public improvements and reduce the amount of the subdivision improvement deposit for the required three-year maintenance period;

(e) Any customary expense of the Owner in meeting any requirement of the Village pertaining to the subdivision to the extent such expense has not already been paid by Owner;

(f) Expenses of the Village, including but not limited to reasonable attorneys fees in drafting, administering and enforcing this Agreement.

Village or Escrowee shall not be required to investigate the propriety of any payout orders other than they deem necessary in their own interest. However, for accounting purposes, the Village Engineer shall send to Owner a copy of the Engineer's estimates for payment. Each payout order shall be accompanied by all appropriate sworn statements, affidavits and supporting waivers of lien required by Escrowee for full compliance with the Illinois Mechanics' Lien Law.

Section 2: The security shall be drawn upon from time to time upon payout orders issued in writing by the Village Engineer and presented to Escrowee. The payout orders shall be issued upon request of the Owner in writing to the Village Engineer, provided that the portion of the public improvements for which the payout orders are requested has been completed in conformance with the plans and specifications as reasonably determined by the Village Engineer, and provided further that the amount of the security remaining is sufficient to pay for the remaining subdivision costs as reasonably determined by Village Engineer. Payout orders may also be issued in writing by the Village Engineer in the circumstances hereinafter provided in Sections 3, 4 and 6 of this Agreement without the request or consent of Owner; provided, however, that the Owner shall first be notified of any such payout order and the general purpose thereof. The amount of the security deposited hereunder shall be reduced by the amount of any payout order and may be reduced by the mutual agreement of Village and Owner.

Section 3: Owner shall complete the public improvements in accordance with the plans and specifications within two years from the date of Village's approval of the subdivision plat. In the event Owner fails to complete the public improvements within such time, Village shall have one (1) year from the close of the two-year period to complete the public improvements in a manner acceptable to Village. At the close of said one (1) year period, any portion of the security deposited hereunder remaining undisbursed shall be disbursed to Owner, except such amount as is hereinafter provided to be retained by the Escrowee upon acceptance of the public improvements by Village. Village may pay for such completion and all other subdivision costs out of the security deposited hereunder with the Escrowee in the manner provided in Section 2 of this Agreement without the request or consent of Owner.

Section 4: Upon acceptance of the public improvements by the Village, whether completed by Owner or by Village, the Escrowee shall disburse to Owner any of the security deposited hereunder remaining after payment in full of the subdivision costs provided for in Subsections (a), (b), (d), (e) and (f) of Section 1 of this Agreement, except the amount of _____ which shall be retained to pay the subdivision cost provided for in Subsection (c) of said Section 1 with respect to said three-year maintenance period and the subdivision costs provided for in Subsections (b), (d), (e) and (f) of said Section 1. Any of such retained security not expended by Village and remaining at the expiration of said three-year maintenance period shall be disbursed by Escrowee to Owner.

Village may pay for such Subsections (b), (d), (e) and (f) subdivision costs out of the security deposited hereunder with the Escrowee in the manner provided in Section 2 of this Agreement without the request or consent of Owner.

Section 5: If at any time prior to the acceptance of the public improvements by the Village the amount of the security deposited hereunder is deemed, in the sole judgment of Village, insufficient to cover the subdivision costs, or if for any reason the security deposited hereunder shall be withheld or otherwise become unpayable or unavailable to Village, Owner shall, upon notice from Village, cause to be deposited with the Escrowee such additional security in a form and an amount reasonably deemed by Village to be sufficient to pay the subdivision costs. Such additional security shall be deposited within ten (10) days of said notice.

Section 6: If at any time during the installation by Owner of the public improvements the Village determines, in its sole judgment, that Owner has failed to install the public improvements in accordance with the plans and specifications, or if, in the sole judgment of Village, Owner fails to properly maintain or repair said improvements, Village may take such action as it deems necessary to correct such failure; provided that Village shall first notify Owner of such failure and the general nature thereof and permit Owner sixty (60) days to correct such failure, provided further that Owner's right to 60 days to correct any such failure shall terminate, with respect to completion of the public improvements, three years after approval of the subdivision plat by the Village and, with respect to the maintenance and repair period, 60 days prior to expiration thereof. Provided further, however, that in the event any such failure occurs within sixty (60) days of the expiration of the security, Village shall only be required to give notice of such failure before Village may take corrective action. Village may pay for any corrective action out of the security deposited hereunder with the Escrowee in the manner provided in Section 2 of this Agreement without the request or consent of Owner.

Section 7: The Village shall execute the Plat of Subdivision when, but not before, Owner has executed this Agreement, deposited with the Escrowee the security provided for hereunder, and satisfied all other requirements of the Village pertaining to the subdivision.

Section 8: Any notice required to be given in this Agreement shall be in writing and given or served personally, or deposited in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified, with return receipt requested. Notice deposited in the mail in the manner hereinabove provided shall be deemed given or served upon deposit in the mail. For the purposes of this notice, the addresses of the parties shall, until changed by appropriate notice hereunder, be as follows:

If to Owner:

If to Village:

If to Escrowee:

Section 9: *This Agreement shall terminate at the close of three (3) years after acceptance of the public improvements as provided in Section 4 of this Agreement; otherwise, if the public improvements have not been accepted by the Village, this Agreement shall terminate at the close of the one (1) year period provided for in Section 3 of this Agreement. If Owner is required by Village to deposit additional security pursuant to Section 5 of this Agreement, notwithstanding the applicability of either of the foregoing termination dates, this Agreement shall terminate no earlier than five (5) days after the date of deposit of such additional security.*

Section 10: *This Agreement shall be binding upon and shall inure to the benefit of each of the respective parties hereto and their respective successors, assigns, heirs and executors.*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

OWNER:

a _____ banking association, as
Trustee under Trust Agreement dated _____
and known as Trust Number _____

By: _____
President

ATTEST:

Secretary

an
Illinois Corporation, as sole beneficiary of the
aforesaid Trust Number _____ and as
such corporation

By: _____
President

ATTEST:

Secretary

VILLAGE:

*Village of Lincolnshire, a municipal corporation
in Lake County, Illinois*

By: _____
Village Mayor

ATTEST:

Village Clerk

ESCROWEE:

_____ a
_____ *banking association*

By: _____
President

ATTEST:

Secretary

STATE OF ILLINOIS)

SS

COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ President of the _____, as Trustee under Trust Agreement dated _____ and known as Trust Number _____, and _____ Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____

My commission expires:

Notary Public

STATE OF ILLINOIS)

SS

COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, President of _____ and _____, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____

My commission expires:

Notary Public

STATE OF ILLINOIS)

SS

COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, Mayor of the Village of Lincolnshire, Lake County, Illinois, and _____, Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their free and voluntary act, and as the free and voluntary act of said Village, pursuant to authority given by the Board of Trustees of said Village, for the uses and purposes therein set forth, and the said Clerk did also then and there causa the corporate seal of said Village to be affix- thereto, pursuant to authority given by the Board of Trustees of said Village as her free and voluntary act, and as the free and voluntary act of said Village, for the uses anti purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20____

My commission expires:

Notary Public

STATE OF ILLINOIS)

SS

COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ President of the _____, and _____ Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hard and notarial seal this ____ day of _____, 20____

My commission expires:

Notary Public

APPENDIX II
IRREVOCABLE LETTER OF CREDIT
No. _____

ISSUER:

DATE OF ISSUANCE:

BENEFICIARY:

DATE OF EXPIRATION:

Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

Re: (Name of Project)
(Purpose)

Gentlemen:

At the request of (client's name and address), we hereby establish in your favor our IRREVOCABLE LETTER OF CREDIT NO. _____, in the amount of \$_____, which is available for negotiation of your drafts at sight, signed by the Engineer of the Village of Lincolnshire, drawn on (bank), bearing the clause

"Drawn under (bank), Letter of Credit No. _____ in accordance with the (Annexation/Improvement/Escrow) Agreement made and entered into on the _____ day of _____ 20____, between _____ and the Village of Lincolnshire, Illinois, in regard to the above-captioned improvement."

The undersigned shall notify the Engineer for the Village, by certified mail, return receipt requested, or by overnight courier, dispatched at least thirty five (35) days prior to said expiration date that said Letter of Credit is about to expire.

In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be automatically extended as shall be required to comply with this notice provision.

The undersigned further agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications, and agreements for the improvement, without prior notice from the Village of such amendments or modifications.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The (bank) hereby undertakes and engages that all demands made in conformity with this Irrevocable Letter of Credit will be duly honored upon presentation. If within ten (10) days of the date any demand is presented we fail to honor the same, we agree to pay all attorney fees, court costs and other expenses incurred by the Village in enforcing the terms of this Letter of Credit.

This Letter of Credit shall be reduced from time to time by an amount equal to the payments made by (bank) in accordance herein. This Letter of Credit may be reduced to such amount specified in writing from time to time by the Engineer of the Village of Lincolnshire, if signed notice on the Village of Lincolnshire letterhead is supplied to (the bank), pursuant to the terms of said (Annexation/Improvement/Escrow) Agreement.

All drafts and documents should be presented in one lot by courier to our offices at: (enter bank name and address).

Except insofar as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600.

*Very truly yours,
(bank)*

Attest: _____

*By: _____
(Authorized Officer)*

(Amd. Ord. 09-3110-33, eff. 9/14/09)